

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPROVAL OF THE)	
INTERCONNECTION AGREEMENT)	
NEGOTIATED BY CINCINNATI BELL)	CASE NO. 97-104
TELEPHONE COMPANY AND)	
AIRTOUCH CELLULAR)	

O R D E R

On March 4, 1997, Cincinnati Bell Telephone Company ("Cincinnati Bell") and AirTouch Cellular ("AirTouch") submitted to the Commission their negotiated agreement for interconnection. The agreement was negotiated pursuant to the Telecommunications Act of 1996 ("1996 Act"), 47 U.S.C. Sections 251 and 252. Section 252(e) of the 1996 Act requires the parties to an interconnection agreement adopted by negotiation to submit the agreement for approval to the Commission.

The Commission has extensively reviewed the agreement and finds that no portion of the agreement discriminates against a telecommunications carrier not a party to the agreement. The Commission also finds that the implementation of this agreement is consistent with the public interest, convenience, and necessity.

AirTouch must comply with all relevant Commission mandates for serving in this Commonwealth.

The Commission, having been otherwise sufficiently advised, HEREBY ORDERS that:

1. The negotiated agreement between Cincinnati Bell and AirTouch, which is attached hereto and incorporated herein, is approved.

2. AirTouch shall file a tariff for local service prior to providing local service giving 30 days notice to the Commission and shall comply with all Commission regulations and orders as directed.

Done at Frankfort, Kentucky, this 9th day of April, 1997.

PUBLIC SERVICE COMMISSION

Linda K. Breckin
Chairman

Edna J. Helton
Vice Chairman

B. J. Helton
Commissioner

ATTEST:

Don Mills
Executive Director

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PUBLIC SERVICE
COMMISSION

Case No. 97-104

CELLULAR SYSTEM

CONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

Cincinnati Bell Telephone Company

and

AirTouch Cellular

ATTACHMENT

TABLE OF CONTENTS

	<u>Pages</u>
Definitions	1-5
Interchange of Traffic	5-6
Facilities and Arrangements	6-9
Use of Facilities and Services	9
Charges for Facilities and Arrangements	9-12
Terms for Payment of Charges	12-13
Testing	14
Trouble Reporting	14
Equipment Space & Power	14
Maintenance of Service Charge	14
Liability and Indemnity	14-16
Patents	16
Allowance for Interruptions	16-17
Technical Specifications	17
Protection	18
Records	19-20
Term and Termination	20-24
No Waiver	24
Attachments	24
Notice	24-25
Assignment	25
Changes and Modifications	25-26
Public Utilities Commissions	26
Effective Date	26
Cancellation of Prior Agreement	26
Governing Law	27
Taxes	27

TABLE OF CONTENTS (Cont'd)

Attachments:

I - Intercept and Acknowledgment of Calls by Carrier

II - Facilities, Services and Charges

III - Trouble Reporting, Installation and Test Procedures

IV - Maintenance of Service Charges

V - Calling-Party-Pays Pricing

VI - Transit Traffic

VII - 36 Month DS3 Optional Pricing Plan Agreement

CELLULAR SYSTEM CONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

AGREEMENT dated the 18th day of February, 1997, by and between Cincinnati Bell Telephone Company, an Ohio corporation (herein-after referred to as "Company"), and AirTouch Cellular, (hereinafter referred to as "Carrier").

WITNESSETH:

WHEREAS, Company is a duly authorized Local Exchange Carrier (LEC) engaged in providing exchange telecommunications service in parts of the States of Ohio, Kentucky and Indiana; and

WHEREAS, Carrier is a duly authorized Commercial Mobile Radio Service Provider (CMRS) engaged in providing cellular mobile telecommunications service in its FCC-authorized cellular geographic service area including portions of the States of Ohio, Kentucky and Indiana; and

WHEREAS, Company and Carrier have agreed to connect their facilities and interchange traffic for the provision of through communications service as provided herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, Company and Carrier hereby covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement and as used herein, the terms set forth below shall be defined as follows:

- (a) Access Tandem - A Company switching system that provides an access point for interconnection of local exchange companies and interexchange carriers.
- (b) Authorized Services - Those cellular telecommunications services which Carrier may now or hereafter lawfully provide on an interconnected basis, interfacing with Company's Operating Area (COA) network.
- (c) Carrier's System - The communications system of Carrier used to furnish Authorized Services.
- (d) CGSA (Cellular Geographic Service Area) - The geographic area within which a cellular carrier provides Authorized Services.
- (e) Cellular Dedicated Trunk (CDT) - A facility which connects Carrier's System to Company's local tandem, access tandem or end office switches.
- (f) Cellular Common Trunk (CCT) - Company's interoffice trunking network which provides interconnection between a local tandem and subtending end offices.
- (g) Cellular Local Switching (CLS) - Company's end office switching.
- (h) Central Office Prefix - The first three digits (NXX) of the seven digit telephone number.
- (i) Channels - An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.
- (j) COA (Company's Operating Area) - The geographic area in which Company provides exchange telecommunications service to its customers. Presently, the COA and portions of the independent telephone companies make up the Cincinnati Market Area (LATA 922).

- (k) Company's System - The communications network of Company and its services provided in the COA.
- (l) End Office Switch - A Company switching system where Exchange Telecommunications Service customer station loops are terminated for purposes of interconnection to other end offices. Included are remote switching modules and remote switching systems served by a host office in a different wire center.
- (m) Exchange - A unit smaller than the COA, established by Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. More than one designated exchange comprises the COA.
- (n) Exchange Access Line - The facilities connecting the serving central office and the customer's premises. These facilities terminate on the customer's premises in an interface determined by Company.
- (o) Exchange Telecommunications Service - The furnishing of an exchange access line for telecommunications within a local service area, in accordance with the regulations, rates and charges specified in Company's Exchange Rate Tariffs. Exchange service includes the furnishing of the local facilities required to establish and maintain connections between an exchange access line and the toll plant in connection with toll calls.
- (p) Interface Type - The channel and associated service arrangement used to connect Carrier's System with Company's System for the purpose of interchanging traffic.
- (q) IntraLATA - For purposes of this Agreement, IntraLATA is a term used to describe Company services and functions that relate to Exchange Telecommunications Services

originating and terminating within a single LATA or court approved territory associated with the LATA. While Company may handle IntraLATA calls, it must be recognized that other carriers, for example, independent telephone companies or cellular carriers, may be at one, or both, ends of the call.

- (r) L/M (Land Line to Mobile Call) - Calls originated by Company to Carrier for completion by Carrier. Calls originated by a LEC, other than the Company are transit traffic and not Company originated L/M calls for compensation purposes.
- (s) LATA (Local Access and Transport Area) - A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. Company operates in LATA 922; see COA definition (j) above.
- (t) Local Tandem Switch - A Company switching office that provides a concentration and distribution function for switching intraLATA traffic between end offices of local exchange carriers.
- (u) Measured Rate Service - An exchange access line service provided on a measured basis for Carrier Originating Type 1 interconnected calls. Each call is charged on a conversational minutes of use basis as identified in Attachment II, Page 13.
- (v) M/L (Mobile to Land Line Call) - Calls originated by Carrier's mobile customer requesting a connection to a Company customer within the COA or needing a connection to another carrier for call completion.
- (w) MTSO (Mobile Telephone Switching Office) - A cellular switching end office where cellular service customers are terminated for purposes of interconnection to each other and to

Company's System. Included are remote switching modules and remote switching systems served by a host office.

- (x) POT (Point of Termination) - The point of demarcation at which Company's responsibility for the provision of its service ends.
- (y) Transit Traffic - Traffic between Carrier and another LEC or CMRS Provider which utilizes a portion of Company's network for transport and is not terminated on the Company's network for which the Company is entitled to compensation from the Party, LEC or CMRS Provider, whose end user customer originates the call.
- (z) Type 1 Interface - The POT of a trunk between Carrier's System and a Company end-office switching system where Carrier connects to other end-offices and other carriers.
- (aa) Type 2A Interface - The POT of a trunk between Carrier's System and a Company's Local Tandem or Access Tandem switch. Through this interface, Carrier can connect to Company end-offices or to other carriers interconnected through the tandem.
- (bb) Type 2B Interface - The POT of a trunk between Carrier's System and a Company end-office switching system where Carrier connects to Directory Numbers served by that end-office. A Type 2B interface may be used in conjunction with the Type 2A interface on a high-usage alternate routing basis to serve high-volume traffic between the MTSO and Company end-office.

2. INTERCHANGE OF TRAFFIC

- (a) At Carrier's request, Company and Carrier will physically connect their facilities and interchange traffic, M/L and/or L/M, in connection with Carrier's Authorized Services. Such interconnection shall be in accordance with the service, operating and facility arrangements set forth hereinafter.

- (b) Interchanged traffic shall be handled only over the Interface Types provided, pursuant to this Agreement, except in the case of an emergency, when traffic cannot be interchanged over the interface types, channels or other equipment provided by Company pursuant to this Agreement because of failure of or damage to such interface types, channels or other equipment. Upon such failure or damage, Company agrees to make its best efforts to repair such interface types, channels or other equipment for the interchange of traffic. Company also agrees to provide alternate equipment and/or routing, whenever possible, equivalent to that provided for any interconnecting communications carrier, for which no additional charge will be due from Carrier that will allow for the temporary interchange of traffic between Carrier's System and Company's System until the equipment provided pursuant to this Agreement is repaired by Company.
- (c) Where the state franchised area or state authorization of Carrier differs, or is modified after the effective date of this Agreement so as to differ from its CGSA, the terms and conditions of interconnection may be modified to recognize the extent of such modification.

3. FACILITIES AND ARRANGEMENTS

- (a) Subject to the availability of channels, interface types, arrangements and the reasonable requirements of Company for its telecommunications services, Company will provide to Carrier, upon request, those channels, interface types and arrangements described herein which Carrier and Company cooperatively determine are necessary to establish the physical connection and interchange of traffic provided for herein and other facilities as Carrier may require for operation of its System. The maintenance, operating criteria and testing procedures pertinent to the channels, interface types and arrangements provided for use in connection with Carrier's System are set forth in Attachments I and III hereto.
- (b) Carrier can order a Type 2A interface to Company's Local Tandem or Access Tandem.

- (1) With Type 2A IntraLATA interconnection, Carrier is able to establish connections through Company's facilities from and to prefixes (NXXs) in all Company end offices within the LATA. Carrier may be able to utilize Company's network for transit traffic to a third Party if both the Carrier and the third Party have established trunk connections with Company's Tandem Switch.
 - (2) A separate Type 2A trunk group must be provided to Company's Access Tandem for use in the transporting of calls to and from Carrier's System and IC's Switched Access FGB and FGD services at the Access Tandem.
 - (i) The agreement shall include acknowledgment that Company may use call detail recordings made by Carrier to determine charges to the IC for the FGB and FGD services used for Carrier to IC calls. Carrier shall also provide to Company, using industry standard data record formats (BR 010-200-010), recordings of all calls (completions and attempts) to ICs on the separate Type 2A trunk group.
 - (3) A Type 1 trunk group will continue to be required for mobile-originated calls to Directory Assistance (555), 611, 700, 800, 900, 911, 950 and operator-assisted calls (O±).
- (c) Central office arrangements and telephone numbers (serving exchange access lines) provided by Company for Carrier's use with the Type 1 interface shall be assigned by Company and may be changed to meet the reasonably necessary operating and service requirements of Company. Company will provide Type 2A and Type 2B interfaces, in addition to, or in lieu of a Type 1 interface, by mutual agreement. Company and Carrier may interconnect with their networks via Type 2A or Type 2B interfaces. The network configuration will be mutually negotiated and agreed upon by both Company and Carrier. Carrier may participate with Company in the design of the interconnection network to optimize access to or from Carrier's System and the points of interconnection.

- (1) When Carrier chooses a Type 1 interface, Carrier shall be provided telephone numbers in incremental blocks of one hundred (100) each; but Company and Carrier may agree to the provision of numbers in lesser or greater quantities. Carrier shall furnish Company its number requirements for planning purposes in advance of their assignment for use by Company in order to ensure number availability. Within the number blocks assigned, under subparagraph 3(b)(1) preceding, the assignment and use of such numbers of Carrier to its subscribers for its Authorized Services shall be the responsibility of Carrier subject to coordination with Company for efficient operation with Company's System.
- (2) Central office prefixes used with telephone numbers furnished to Carrier for a Type 1 interface in accordance with subparagraph 3(b)(2) above may be used by Company in providing its subscriber services and for other purposes, but not for assignment to other cellular carriers.
- (3) Company will provide to Carrier a full Central Office Prefixes (NXX) consistent with established industry guidelines, for use with the Type 2A and Type 2B interfaces. The administration of the NXXs, once assigned, shall be the responsibility of Carrier. Carrier and Company agree to abide by all code conservation policies to which local exchange carriers are subject, as prescribed by the FCC. Whenever a dedicated NXX is provided to Carrier, it will be provided under terms specified in Attachment II.
- (4) Where changes are to be made to numbers in service or not yet placed in service, Company shall give Carrier advance notice in writing, not less than three-hundred and sixty (360) days for in-service numbers or sixty (60) days for numbers not yet in service, and will coordinate such changes with Carrier.

- (d) Company and Carrier will cooperate in the development of any specialized telecommunications channels or arrangements reasonably required for the physical connection and interchange of traffic provided hereunder.

4. USE OF FACILITIES AND SERVICES

- (a) The interface types provided hereunder shall be used only for the handling of interchanged traffic, M/L or L/M, in connection with Carrier's Authorized Services. Such circuits may, however, be used occasionally or incidentally for M/L calls concerning administrative matters related to Carrier's Authorized Services.
- (b) Interface types, channels or arrangements provided pursuant to this Agreement shall not be used, switched or otherwise connected together by Carrier for other than the provision of Authorized Services.
- (c) Connecting channels, interface types and arrangements provided to Carrier by Company shall not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in the undertaking of an unlawful act.

5. CHARGES FOR FACILITIES AND ARRANGEMENTS

- (a) The channels, interface types and arrangements that may be provided by Company to Carrier pursuant to this Agreement, and all charges therefore, are set forth hereinafter in Attachment II.
- (b) Where the agreed charges for channels, interface types and arrangements furnished to Carrier pursuant to this Agreement are listed in Attachment II as equivalent or otherwise related to the rates and charges for channels, interface types and arrangements offered by Company to its subscribers under tariff, the respective charges set forth in Attachment II shall be deemed amended to conform to any changes that may hereafter occur in regard to the tariff rates for such equivalent facilities and arrangements. When such changes in tariff rates are filed with

the appropriate regulatory agency, Company agrees to notify Carrier in writing within ten (10) days from the day on which such changes are filed. When such tariff changes become effective, Company will notify Carrier in writing that the charges set forth in Attachment II are changed to conform to the change in tariff rates. Failure to provide this or any other notice under this paragraph shall not in any manner affect the validity of such charges or give rise to a cause of action by Carrier for damages.

(c) Rates and charges for billing and collection as it pertains to Calling Party Pays are set forth in Attachment II and shall remain in effect for a period of 12 months.

(d) The charges to subscribers of Company and of Carrier for an interchanged call shall be determined as set forth in this paragraph unless otherwise expressly agreed by the parties, and shall be set forth in their respective tariffs or list of current retail prices applicable to the type of traffic interchanged. Independent Telephone Company subscribers in the LATA will be charged for their L/M calls under the Independent Telephone Company's appropriate tariffs. Any operator assisted calls or coin telephone calls that require operator assistance placed from within the LATA in the COA will be charged to the calling party under the provisions of Company's General Exchange Tariff. The total charge for an interchanged call shall include Company's charge for its portion of the service plus Carrier's charge for its portion of the service. Except as provided in Paragraph 5(e) following, neither Company nor Carrier may impose charges other than those for channels, interface types and arrangements billed under the rates and charges set forth in Attachment II upon the other or their subscribers in connection with interchanged calls provided hereunder.

(e) The charges for any message toll telephone service, under the Type 1 arrangement, shall be the charges set forth in Company's applicable message toll tariff between the call's originating and terminating end offices on Company's System, i.e., between the serving wire

centers of the MTSO and Company's subscriber. All such messages will be rated in accordance with the usual V and H coordinates scheme.

- (1) For messages billable to stations on Company's System or to Company's subscribers (i.e., sent-paid from Company stations or placed on a received-collect or Company credit card basis to Company stations), Company shall bill and collect from its subscriber its charges for its portion of the service, when applicable.
 - (2) For messages sent-paid from stations on Carrier's System or placed on a received-collect basis to such stations, Company shall bill Carrier for Company's charges for its portion of the service and Carrier will pay such charges without allowance for uncollectibles.
- (f) Type 2 will be available to Carrier through the billing options listed in subparagraphs 5(f)(1) and (2) following. The charges for these options appear in Attachment II.
- (1) Calling Party Pays (Billing Option 1)

Carrier will pay only for M/L calls within the LATA under the appropriate rate elements identified in Attachment II. Company shall be responsible for billing and collecting from its customers for charges incurred for use of Company's and Carrier's systems when placing a call to a mobile subscriber (L/M). Company shall charge its customers under the Carrier's applicable list of current retail prices, and remit to Carrier the cellular airtime charges collected less the charge per minute, as identified in Attachment II. Only direct-dialed intraLATA COA calls to cellular telephones will be charged the cellular airtime charge. Cellular airtime charges will not be applied (over and above the normal Company tariffed rate) to coin sent-paid calls, WATS, operator-handled calls, calling card calls, and other local exchange carrier or IC-originated calls until Company's equipment and procedures can be adjusted to accomplish billing and collection for airtime in connection with these services and regulatory approvals are received. L/M calls will be preceded by the

toll-identifier "1+" to alert the landline subscriber of a billable cellular airtime charge situation.

(2) Billing Option 2

Carrier pays for all M/L calls within the LATA and Company pays for all L/M calls originating in the COA under the appropriate rate elements as identified in Attachment II.

6. TERMS FOR PAYMENT OF CHARGES

- (a) Carrier and Company agree to pay to each other all charges due each other as specified in Attachment II within thirty (30) days of the statement rendered for those charges.
- (b) All flat rate monthly charges shall be billed by Company and Carrier in advance, except charges due for the initial month, or a portion of the initial month, during which new items are provided, will be included in the next bill rendered.
- (c) Carrier and Company shall monthly account to each other and settle for the charges incurred by their respective customers for use of the other party's system. Included in Company's statement to Carrier will be an itemized statement of charges payable to Company by Carrier for Company's portion of through calls originating sent-paid from stations on Carrier's System or placed on a received-collect basis to stations on Carrier's System. Not later than the 20th day of each month, the parties shall deliver to each other an accounting of the charges in accordance with Attachment II that the other party's customers incurred during the preceding billing month for use of its system. The charges so incurred by each party's customers shall be totalled and set-off against each other, and the party whose customers incurred the greater aggregate charges for using the other party's system during the preceding month will remit the net difference between such aggregate charges to the other party no later than 30 days after receipt of the accounting of the charges. All such settlements and accountings shall be based on the charges incurred by each party's customers and each party

shall bear the risk and burden of collecting from its own customers.

- (d) Necessary timing and ticketing of Company's portion of interchanged calls shall be performed by Company for Type 1 traffic. Carrier will provide a tape, in accordance with subparagraph 3(b)(2)(i), when applicable for Type 2 traffic.
- (e) A summary report (bill) of network usage will be prepared monthly by each Party for the Other Party. Additionally, cellular airtime usage of Company subscribers will be reported under Billing Option 1. The entries will be total messages and total usage charges. Message detail can be furnished to Carrier by Company upon request at a charge agreed to by both parties.
- (f) Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the channel, interface type, or arrangement for which such charge is levied has been in service for more than one (1) month. In the event that the channel, interface type, or arrangement has been in service for less than one (1) month, the full monthly charge shall be due on termination, together with any applicable nonrecurring charges. In the event this Agreement is terminated by Company prior to Carrier initiating service to the public because of Carrier's violation of this Agreement, or Carrier cancels an order for a channel, interface type or an arrangement prior to placing it in service, and Company has incurred costs in connection with the channel, interface type or arrangements to be provided, Carrier shall reimburse Company the direct and reasonable costs, less net salvage, actually incurred by Company.
- (g) For the purpose of Paragraph 5(f) preceding, the term "costs" shall include the nonrecoverable cost of equipment and material ordered, plus the nonrecoverable cost of installation and removal including the cost of engineering, labor, supervision, transportation, rights-of-way and other associated costs.

7. TESTING

Company and Carrier each may make reasonable tests and inspections of the channels, interface types and arrangements and may, upon notice to and coordination with the other, temporarily interrupt the channels, interface types and arrangements being tested or inspected. When cooperative testing is requested by either party, such testing shall be done in accordance with Attachment III unless other arrangements are agreed to by the parties.

8. TROUBLE REPORTING

Subscribers of each Party shall be instructed to report all cases of trouble to to that Party. Each Party shall handle trouble reporting and advise the Other Party, after thorough investigation, in accordance with the procedures established in Attachment III. Each Party shall be provided with a telephone number to which it can call twenty-four (24) hours a day, seven (7) days a week in order to report and receive resolution of trouble reports.

9. EQUIPMENT SPACE AND POWER

Carrier shall furnish or arrange to have furnished to Company, at no charge, equipment space and electrical power required by Company to provide facilities under this Agreement. The selection of AC or DC power shall be mutually agreed to by Carrier and Company. Carrier shall also make necessary arrangements in order that Company and its agents will have access to such equipment space at reasonable times for installing, inspecting, testing, repairing or removing its channels, interface types or arrangements.

10. MAINTENANCE OF SERVICE CHARGE

Maintenance of service charges may be imposed by either party if applied in accordance with Attachment IV.

11. LIABILITY AND INDEMNITY

(a) (1) Neither party assumes any liability for any act or omission of the other in the furnishing of its service to its subscribers solely by virtue of entering into this Agreement.

- (2) The performance of either party under this Agreement shall be excused if interrupted by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond their reasonable control, subject to the interruption allowance provisions of Paragraph 13 following.
- (b) (1) The liability of Company for damages arising out of delays in maintenance or restoration of channels, interface types or arrangements or out of mistakes, omissions, interruptions, errors or defects in transmission occurring in the course of providing such channels, interface types or arrangements shall in no event exceed the amount of allowance, if any, available under Paragraph 13 following.
- (2) Company shall reimburse Carrier for damages to premises or equipment of Carrier resulting from the provision of channels, interface types or arrangements by Company on such premises or resulting from the installation or removal thereof if caused, in whole or in part, by the negligence or willful misconduct of Company or its agents.
- (c) (1) Carrier shall reimburse Company for damages to channels, interface types, or arrangements of Company provided under this Agreement if such damage is caused, in whole or in part, by the negligence or willful misconduct of Carrier or is caused by the malfunction of any facilities or equipment provided from a source other than Company. Company will, upon reimbursement for such damages, cooperate with Carrier in Carrier's prosecution of a claim against the person(s), if any, contributing to such damage. Carrier, to the extent of any recovery, will be subrogated to the Company's right of recovery for the damages to extent of such payment.
- (2) Carrier shall reimburse Company for any loss through theft of Company channels, interface types, arrangements or equipment provided by Company under this Agreement on Carrier's premises.

- (d) The parties shall cooperate with each other in the defense of any suit, claim or demand by third persons against either or both of them arising out of the connection agreements and interchange of traffic hereunder including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.
- (e) Neither party shall be required to reimburse the other for any claim or loss pursuant to this paragraph where the amount in controversy is less than one hundred (100) dollars.

12. PATENTS

- (a) With respect to claims of patent infringement made by third persons, Carrier shall defend, indemnify, protect and save harmless Company from and against all claims arising out of the combining with or use in connection with, the channels, interface types, or arrangements furnished under this Agreement, of any circuit, apparatus, system or method provided by Carrier or its subscribers.
- (b) With respect to claims of patent infringement made by third persons, Company will defend, indemnify, protect and save harmless Carrier from and against all claims arising out of Carrier's use of channels, interface types or arrangements furnished by Company under this Agreement.
- (c) Neither party grants to the other any license under patents nor shall any be implied or arise by estoppel in either party's favor with respect to any circuit, apparatus, system or method used by the parties in connection with any channels, interface types, or arrangements furnished under this Agreement.

13. ALLOWANCE FOR INTERRUPTIONS

- (a) When use of the channels, interface types or arrangements furnished by Company in accordance with this Agreement is interrupted due to trouble in such channels, interface types

or arrangements, and such interruption is not caused by the negligence of Carrier or its subscriber, or the fault of facilities or equipment provided by Carrier or its subscriber, Carrier shall, upon request, be allowed a credit as follows:

- (1) The amount of credit to Carrier shall be an amount equal to the pro rata monthly charge, specified in Attachment II, for the period during which the channel, interface type or arrangement affected by the interruption is out of service.
 - (2) All credit for interruption shall begin from the time of actual notice by Carrier to Company, in accordance with Paragraph 8 preceding, that an interruption of use has occurred. No credit shall be allowed for an amount of less than five (5) dollars.
- (b) A credit shall not be applicable for any period during which Carrier fails to afford access to the facilities furnished by Company for the purpose of investigating and clearing troubles.
- (c) The date when the channels, interface types or arrangements furnished under this Agreement shall be placed into service shall be mutually agreed upon by the parties to this Agreement. If Company fails to establish service by such date, Company shall provide to Carrier a credit of 1/30 of the monthly charge for the facilities whose installation was delayed for each day of the delay in service establishment of such facilities.

14. TECHNICAL SPECIFICATIONS

Subject to any special arrangements pursuant to Paragraph 3(d) preceding, the design, installation, operation and maintenance of all circuits, equipment and other facilities of Carrier and Company, used in handling interchanged traffic under this Agreement, shall be made in accordance with Bell Communications Research Technical Reference PUB43303; Bell Communications Research list "Notes on the BOC Intra-LATA Network"; Bell Communications Research Technical Advisory TA-NPL-000145; and such other documents as may from time to time be referenced or amended.

15. PROTECTION

- (a) The characteristics and methods of operation of any channels, interface types, arrangements or equipment of one party connected with the services, channels, interface types, arrangements or equipment of the other party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other party, its affiliated companies, or any connecting and concurring carriers involved in the provision of telecommunications services, cause damage to plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- (b) If such characteristics or methods of operation of Carrier's facilities are not in accordance with Paragraph 15(a) preceding, Company will, where practicable, notify Carrier that temporary discontinuance of the use of any circuit, facility or equipment may be required; however, when prior notice is not practicable, nothing contained herein shall be deemed to preclude Company from temporarily discontinuing forthwith the use of a channel, interface type or arrangement if such action is reasonable under the circumstances and made in good faith. In case of such temporary discontinuance Carrier will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance allowance for interruption of service as set forth in Paragraph 13 preceding is not applicable.
- (c) (1) The physical connection of channels, interface types or arrangements hereunder may be temporarily discontinued by Company upon thirty (30) days notice to Carrier from repeated or willful violation of or a refusal to comply with this paragraph and Paragraphs 2(b) and 4 preceding.
- (2) Whenever Company discontinues service pursuant to this paragraph, it will notify the Federal Communications Commission and the appropriate state regulatory body concurrently with the notice to Carrier of the prospective discontinuance for cause.

16. RECORDS

- (a) Each party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other party such information as may be reasonably required for the administration of this Agreement.
- (b) The parties recognize that each will develop and own information during the time of this Agreement that the other party will wish to keep confidential. In addition, the parties will exchange information that the tendering party will wish to keep confidential.
- (c) In recognition of the fact that Carrier is engaged in a competitive activity, including competition with Company's cellular affiliate, Company agrees to treat as confidential all proprietary, non-public information obtained from Carrier, including, but not limited to, the systems engineering, traffic, phone number utilization and any and all technical data, business records, correspondence, cost data, customer lists, estimates of any kind, market surveys, trade secrets and other trade information or any information that Carrier designates as confidential (collectively referred to as "Information"). Company shall keep, file and store such Information, together with any notes or other materials incorporating or relating to the Information, in a manner consistent with its confidential nature.
- (d) Carrier likewise covenants to treat as confidential all information provided by Company that Company designates as proprietary, including, but not limited to, the categories of Information listed above, and shall keep, file and store such information together with any notes or other materials incorporating or relating to the Information in a manner consistent with its confidential nature.
- (e) Notwithstanding the foregoing, nothing shall be construed in this Agreement as permitting Company to disclose directly or indirectly any of this Information to any other cellular telephone company, or its officers, employees, or agents, or to any other communications company.

- (f) The party that has developed or received Information shall disclose Information only to its officers, employees, contractors or agents who have a need for it in connection with the administration and implementation of this Agreement, unless otherwise agreed upon in writing.
- (g) Each party agrees to give notice to the other party of any demands under lawful process to disclose or provide Information received from the other prior to disclosing or furnishing such Information and agrees to cooperate in seeking reasonable protective arrangements requested by the other party. In the event that the receiving party is requested to disclose or provide Information of the disclosing party by a government agency, other than by lawful order, the receiving party may disclose or provide Information of the disclosing party requested by the government agency provided that the receiving party notifies the disclosing party in writing of the request and receives from the disclosing party either a written assent to disclosure of the Information or the written assent of the disclosing party conditioned upon the receiving party's ability to obtain protective arrangements satisfactory to the disclosing party. Disclosing party may not unreasonably withhold approval of the protective arrangements.

17. TERM AND TERMINATION

- (a) Except as provided in subparagraphs (b) through (i) hereinafter (whereby termination may occur earlier), the initial term of this Agreement shall be two (2) years, which shall commence on the Effective Date. Either Carrier or Company, in its sole discretion, may terminate this Agreement effective at any time after the initial term by providing notice in writing at least sixty (60) days prior to the stated effective date of such notice. Absent such termination, this Agreement shall automatically remain in full force and effect after the expiration of the Term. If either party gives notice of termination, within ten (10) days thereafter the other Party may request to renegotiate the Agreement. In such a case, this Agreement shall continue in full force and effect until such time as a successor agreement is reached between the Parties. If the parties fail to agree on revised rates, fees and charges within sixty (60) days, either party may seek arbitration of the same at the Commission.

Once new rates, fees and charges are established, whether by agreement or by arbitration, the Parties shall true-up compensation retroactive to the effective termination date that was specified in the termination notice.

- (b) The date when the channels, interface types or arrangements furnished under this Agreement shall be placed into service shall be mutually agreed upon by the parties hereto. If service is not established by such date Carrier may terminate this Agreement on thirty (30) days notice; provided, however, if Carrier does not terminate this Agreement, it shall be entitled to the relief provided by Paragraph 13(c) above.
- (c) If Carrier ceases to engage in the business of providing public cellular telecommunications service for reasons other than those stated in Paragraphs 17(e) and 21, below, either party may terminate this Agreement upon one (1) month's notice to the other; subject, however, to payment for channels, interface types or arrangements provided or for costs incurred, as set forth in Paragraph 5 preceding. When feasible, Company will consult with Carrier prior to giving notice of termination for the reasons set out in this paragraph.
- (d) This Agreement shall immediately terminate upon the revocation or termination by other means of Carrier's authority to provide Authorized Services. Notwithstanding such termination, Company shall notify Carrier, as set forth in Paragraph 20 following, not less than ten (10) days prior to discontinuing the connection arrangements provided hereunder. At such time, Company will also notify the Federal Communications Commission and the appropriate state regulatory body of the prospective discontinuance.
- (e) This Agreement may be terminated by Company upon not less than thirty (30) days notice to Carrier, as set forth in Paragraph 20 following, for Carrier's failure to pay Company on the dates or at the times herein specified for the facilities and services furnished pursuant to this Agreement and, provided further that:

- (1) Company will notify the Federal Communications Commission and the appropriate state regulatory body concurrently with the notice to Carrier of the prospective termination for nonpayment; and
 - (2) If a dispute arises between the parties as to the proper charges for the channels, interface types or arrangements furnished hereunder, or any other financial arrangements, the parties agree to enter into good faith negotiations to resolve the dispute. The failure to pay an amount in dispute shall not constitute cause for termination of this Agreement under this subparagraph, provided that a bond or escrow account (or other security arrangement acceptable to both parties) is made for the security of the amount in dispute; and the presence of such dispute shall not be deemed cause for Company to refuse to furnish additional facilities or arrangements upon reasonable request of Carrier or otherwise relieve the parties hereto of their obligation to comply fully with the provisions hereof as to which no dispute exists provided financial security for payment of the amount in dispute has been made as stated above.
- (f) This Agreement may be terminated by Carrier upon not less than thirty (30) days notice to Company as set forth in Paragraph 20 following, for Company's failure to pay Carrier on the dates or at the times herein specified for the facilities and services furnished pursuant to this Agreement. In the alternative, Carrier may withhold amounts owed the Company to the extent of amounts unpaid by Company to Carrier until such time as Company makes payment. This remedy for Carrier does not apply if Company's non-payment is the result of a dispute, whose resolution is addressed in subparagraph 17(e)(ii), above.
- (g) Notwithstanding any other provisions of this Agreement, this Agreement may be terminated for failure of a party to comply with any provision of this Agreement immediately after written notice of such failure is made by the other party and the non-complying party is

provided ten (10) days within which to cure such non-compliance, or at any time as mutually agreed by the parties.

- (h) Except when Carrier terminates this Agreement for Company's violation of the terms of this Agreement or when Company terminates this Agreement without cause, in any other case of termination under this paragraph, payment for channels, interface types or arrangements provided or for costs incurred as set forth in Paragraph 5 preceding shall become due.
- (i) Company and Carrier agree that this Agreement represents mutually beneficial and acceptable connection and interchange of traffic arrangements. The parties agree that if, however, at any time during the term of the Agreement any provisions of the Agreement are found unlawful, are modified, or require review because of actions by the Federal Communications Commission, the Public Utilities Commission of Ohio, the Public Service Commission of Kentucky or a court having suitable jurisdiction, or if the Commission or the FCC rejects any portion of this Agreement, then either Company or Carrier may on ten (10) days notice terminate this Agreement and the Parties agree to meet and renegotiate in good faith to arrive at a mutually acceptable modification of the Agreement.

The Parties acknowledge that nothing in this Agreement shall limit a Party's ability to assert public policy issues relating to the Act, including, but not limited to, challenging the validity of any portion of the Act or any FCC or Commission rule, order, Guideline or other determination made pursuant to the Act, or limit the application by CBT for suspension or modification of portions of the Act or rules thereunder pursuant to Section 251(f)(2) of the Act. In the event any portion of the Act or an FCC or Commission rule, order or Guideline is determined by a court to be unlawful or is withdrawn by the FCC or the Commission ("Vacated Requirement"), the Parties agree that either Party may, in good faith, notify the other Party that such Vacated Requirement had a material effect on its willingness to accept the terms of this Agreement as written. The Parties agree to renegotiate the terms of this Agreement insofar as they were affected by the Vacated Requirement within 60 days after

such notice. If the parties have not reached agreement within such 60 days, those provisions which were the subject of the notice shall be suspended until an agreement is reached. In the event CBT obtains a suspension or modification of any portion of the Act or rules thereunder pursuant to Section 251(f)(2) of the Act, the terms of this Agreement shall automatically be modified in accordance with the terms of such suspension or modification and the Parties agree to negotiate as necessary in order to clarify the application of such suspension or modification to the terms of this Agreement.

18. NO WAIVER

The failure of either party to insist upon performance of any of the terms and conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of any such terms, covenants, and conditions, but the same shall be and remain in full force and effect.

19. ATTACHMENTS

Subject to the provisions of Paragraph 5(b) preceding, new or revised Attachments may from time to time be substituted, by written agreement of the parties, for the currently effective Attachments, superseding and cancelling those then in effect.

20. NOTICE

Notices under this Agreement (other than trouble reports and notice of interruption pursuant to Paragraphs 8 and 13(b) preceding) may be given by posting by certified mail to Carrier, return receipt requested, addressed as follows:

AirTouch Cellular Inc.
Vice President, Network Services
5175 Emerald Parkway
Dublin, Ohio 43017

With a copy to:

AirTouch Cellular Inc.
2889 Oak Rd. MS1025
Walnut Creek, California 94596
Attn: Legal Department

and to Company, addressed as follows:

Vice President - Regulatory Affairs
Cincinnati Bell Telephone Company
201 E. 4th St., Rm. 102-910
Cincinnati, Ohio 45201

With a copy to:

Senior Vice President and General Counsel
Cincinnati Bell Telephone Company
201 E. 4th St., Rm. 102-620
Cincinnati, Ohio 45201

21. ASSIGNMENT

Neither this Agreement nor any interest of Carrier hereunder, nor the use of any of the facilities furnished by Company hereunder, may be assigned or in any manner transferred by Carrier without (i) the consent of Company, which consent shall not be unreasonably withheld or (ii) the approval of the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky, as applicable.

22. CHANGES AND MODIFICATIONS

- (a) Except as otherwise provided in subparagraph 3(d)(1) regarding NXX(s), if Company or Carrier proposes to make any permanent changes in the arrangements provided for in this Agreement or any permanent change in its operations which would affect the opposite party's operations or services once the facilities, arrangements, apparatus, equipment or any other item furnished by either party to the other under this Agreement are installed, that party shall give notice to the other at least one hundred twenty (120) days in advance of any such changes advising when such changes will be made, except in emergency situations when the parties shall reasonably agree on a shorter notice period. All such changes shall be coordinated between the parties. Where such changes are made for one party's purposes, and where practicable, temporary equipment or facilities shall be provided to the other party by the proposing party at no additional charge.

- (b) Subject to the provisions of Paragraph 23(a) preceding, each party shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of either Party, minimum network protection criteria or operating or maintenance characteristics of the facilities.
- (c) The rates set forth in this Agreement are intended to be interim rates until such time as the Commission approves Company's Transport and Termination rates. The Parties shall true-up compensation for the Transport and Termination of Local Traffic once the Commission approves Company's Transport and Termination rates such that each Party shall receive the level of compensation it would have received had the Commission-approved rates been in effect as of the later of (i) the Effective Date of this Agreement or (ii) a date six months prior to the date of such Commission order.

23. PUBLIC UTILITIES COMMISSIONS

Notwithstanding any other provisions in this Agreement, no changes in the Agreement, including changes in Attachments and changes in rates and charges, shall be implemented without the prior approval of the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky, if necessary.

24. EFFECTIVE DATE

This Agreement shall become effective upon its consent and approval by the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky.

25. CANCELLATION OF PRIOR AGREEMENT

Except for any sums due thereunder, this Agreement cancels and supersedes all prior Interconnection and Facility Agreements between the parties.

26. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Ohio and Federal Law, and in the event of litigation between the parties, it is agreed that proper venue will be within Ohio, unless necessitated to be otherwise by Federal Law.

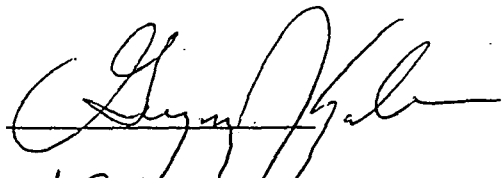
27. TAXES

The services provided by either Party, as enumerated within this Agreement, shall be used exclusively in the rendering of a communication service pursuant to Section 4251 of the Internal Revenue Code. Both Parties shall be responsible for charging and subsequent payment of appropriate taxes, levied upon them, from their respective customers. To the extent either party qualifies for a full or partial exemption from any taxes charged by the other Party, appropriate documentation shall be provided, as requested.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf on the date first set forth above.

AirTouch Cellular

By:



Title:

U.P. NETWORK SERVICES

2/11/97

Cincinnati Bell Telephone Company

By:



Title:

Vice President
Regulatory Affairs

2/18/97

Attachment I

to

CELLULAR SYSTEM CONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

AirTouch Cellular

Effective 2/18/97

* * * *

Intercept and Acknowledgment of Calls by Carrier

- (1) Carrier shall provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned.
- (2) When Carrier's System is not able to complete calls because of a malfunction in the terminal or other equipment, Carrier shall either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
- (3) Carrier shall provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard industry practices.
- (4) Carrier shall provide a voice intercept announcement to the calling party when a call from Company's System is directed to a number that is unable to respond.

Attachment II

to

CELLULAR SYSTEM CONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

AirTouch Cellular

Effective 2/18/97

Facilities, Services and Charges

* * * *

I. Description and Application of Rates and Charges

There are three types of charges that may apply to Company and Carrier. These are monthly recurring rates, usage rates and nonrecurring charges.

(A) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply to the Cellular Dedicated Trunk (CDT) rate element for both Type 2A service and Type 2B service. When CDTs are used for two-way traffic the cost of such facility shall be equitably shared by Carrier and Company. (e.g., If the traffic volume is 60% Carrier and 40% Company, the Carrier shall pay 60% of the rates in this Attachment for the CDT.)

(B) Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per access minute basis. Access minute charges are accumulated over a monthly period. Usage rates to Carrier apply to the Cellular Local Switching (CLS) rate element for both Type 2A service and Type 2B service, and to the Cellular Common Trunk (CCT) rate element for Type 2A service terminated on the Company's network. Usage rates to Company apply to the Cellular Local Switching (CLS) rate element for both Type 2A service and Type 2B service terminated on the Carrier's network.

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges applied to the work activities on the following pages and defined below:

(1) Installation of Services

Nonrecurring charges apply to each service installed by one Party for use by the other Party.

II. Measuring Access Minutes

Carrier's traffic terminating on Company's network will be measured by Company at end office switches or tandem switches. Company's traffic terminating on Carrier's network will be measured by Carrier at its MTSO. The conversation time of Type 2 interface traffic is billed to the originating Party.

For L/M calls over Type 2A services, usage measurement begins when Carrier's switch sends answer supervision to the Company's originating end office. The measurement of L/M call usage ends when the Carrier's switch receives disconnect supervision from either the terminating end user or Company's originating end office, whichever is recognized first by the Carrier's switch.

For M/L calls over Type 2A and Type 2B service, the measurement of conversation minutes begins when the terminating Company entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. Measurement of the call usage ends when the Company's entry switch receives disconnect supervision from either the terminating end user's end office or Carrier's POT, whichever is recognized first by the entry switch.

For M/L traffic, usage rated Type 2A and Type 2B service conversation minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, are then rounded up to the nearest conversation minute for each end office. Access minutes measured for traffic between a Carrier and an Interexchange Carrier (IC) using Type 2A service via Company's access tandem are not charged to Carrier.

III. Mileage Measurement

The mileage to be used to determine the monthly rate for the Cellular Dedicated Trunk (CDT) rate element of Type 2A and Type 2B services is calculated on the airline distance between the two locations involved, i.e., between Carrier's point of termination and Company's tandems for Type 2A service, and between Carrier's point of termination and Company's end office for Type 2B service. The mileage to be used to determine the usage rate for the Cellular Common Trunk (CCT) rate element of Type 2A service is calculated based on the airline distance between Company's tandem and Company's end office where the call carried over the CCT originates or terminates.

Mileage is shown in the attachment following in terms of mileage bands. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rates.

IV. Type 2 Interconnect for Mobile to Land (M/L) Calls:

The following rates and charges for Type 2A and Type 2B interfaces are subject to change in accordance with the provisions of paragraph 5(b) of the agreement. For M/L calls where the Carrier pays the Company for transport and termination of traffic, the following rates apply if the Carrier chooses to purchase facilities from the Company:

(A) Cellular Dedicated Trunk¹:

(1) Voice Grade Trunks	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
- Per Trunk (4 Wire)	NONE	\$ 49.60

Trunk (4 Wire)

Mileage <u>Band</u>	Fixed <u>Monthly</u>	<u>Per Mile</u>
0	NONE	NONE
Over 0-4	\$58.03	\$ 1.19
Over 4-8	\$58.03	\$ 1.19
Over 8-25	\$58.03	\$ 1.19
Over 25	\$58.03	\$ 1.19

(2) DS1 Facilities	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	36 Month <u>Rate</u>	60 Month <u>Rate</u>
- Per MercNET 1.5 (24 Trunks)				
Standard Type 2A Access	NONE	\$135.79	\$129.00	\$122.21
FGD IC Access (for Originating and Terminating Traffic)	NONE	135.79	129.00	122.21
DS1 to Voice Multiplexing ²	NONE	285.45		

- Mileage Charges Per MercNET 1.5:

Mileage <u>Band</u>	Fixed <u>Monthly</u>	Per <u>Mile</u>
0	NONE	NONE
Over 0-4	\$ 121.75	\$15.13
Over 4-8	121.75	15.13
Over 8-25	121.75	15.13
Over 25	121.75	15.13

¹ Call allowances are not applicable under Type 2 interconnect (e.g. Directory Assistance Service).

² May not be necessary if working in Digital Offices.

(3) DS3 Facilities

- Per MercNET 45 (28 DS1)

	Recurring Charges		
	<u>Optional Payment Plan</u>		
	Monthly ³		
	<u>Rate</u>	<u>36 Mo</u>	<u>60 Mo</u>
-MercNET 45			
- 1st CT	\$1,989.32	\$ 1,342.00	\$ 1,111.73
- 2nd CT	1,725.59	887.65	701.95
- 3rd CT and above	1,699.99	869.08	679.67

- All MercNET 45 CT's Nonrecurring Charge, each - NONE

	Nonrecurring	
	<u>Charge</u>	<u>Monthly</u>
DS3 to DS1 Multiplexing ⁴	None	\$678.02
	<u>Fixed</u>	<u>Per</u>
	<u>Monthly</u>	<u>Mile</u>
Mileage Charge Per MercNET 45	\$1,128.29	\$109.09

(B) Type 2 Interconnection for Type 2A M/L Calling:

(1) Cellular Common Trunk⁵:

(Tandem-Switched Transport)	<u>Per Mou</u>	<u>Per Mou. Per Mile</u>
Tandem-Switched Transmission	\$0.0006	\$0.0001
Tandem-Switching	\$0.0025	

(2) Cellular Line Switching⁶:

- Per Access Minute \$0.004

³ Requires 12 month minimum agreement.

⁴ May not be necessary if working in Digital Offices.

⁵ Tariff Reference to F.C.C. No. 35, Section 7.

⁶ Tariff Reference to F.C.C. No. 35, Section 6.

(C) Type 2 Interconnection for Type 2B M/L Calling:

<u>Line Switching</u> ⁷ :	<u>Per Mou</u>
- Per Access Minute	\$0.004

V. Type 2 Interconnection for Land to Mobile (L/M) Calls:

(A) Calling Party Pays⁸ (Billing Option 1):

Compensation whereby Company's end-user pays for use of both Carrier's and Company's Type 2 Interconnection networks. Compensation for use of Company's network to be subtracted from charges to Company's end-user customer before remittance is made to Carrier, as per Section 5(f) of this agreement. Compensation for use of Carrier's network to be included as part of the charges to the end-user and not billed to the Company.

Charges for Use of Company Network:

- Per Conversation Minute	
- Transport (Weighted Avg.)	\$0.0032
- Billing & Collection (per message)	\$0.0653

Charges for Use of Carrier Network:

- Per Access Minute	
- Cellular Line Switching	\$0.004

(B) Billing Option 2:

Company pays Carrier for transport and termination of L/M traffic.

Cellular Line Switching:

- Per Access Minute	\$0.004
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⁷ Tariff Reference to F.C.C. No. 35, Section 6.

⁸ Non-tariffed related item - see Paragraph 5(c) of the Agreement.

VI. For Type 1 Interconnect for M/L Use Only:

The following rates and charges for Type 1 interfaces are subject to change in accordance with the provisions of Paragraph 5 (b) of the agreement.

(A) Facilities and Services

<u>Rate Element</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
1. Two-way Cellular Trunk Unit with Multi Frequency signaling ⁹		
- First unit, per serving wire center, each	\$261.16	\$43.38
- Each additional unit, each	36.95	43.38
2. Group of 100 Tele- phone Numbers for use with Multi Frequency Signaling, each ¹⁰	38.20	38.86
- Rearrangements	19.10	-

(B) MTSO - Central Office Connecting Circuits: Intrastate-Intraexchange Channel

<u>Rate Element</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
1. 2001CB Local Channel - Cellular, each ¹¹		
- For use with trunk unit	\$125.95	\$34.98
2. 2001CB Central Office Termination, each ¹¹	125.95	10.84

⁹ Special Assembly offering.

¹⁰ Special Assembly offering.

¹¹ Tariff Reference: Private Line Tariff, Section 3.

3. 2001CB Interoffice Channel - Cellular, per mile ¹¹		
- First mile		
. Associated with trunk unit -		23.94
- Each additional mile		
. Associated with trunk unit -		8.25
4. E & M Signaling ¹²		
- Per type 2001 CB local channel	125.95 ¹³	19.88

(C) MTSO - Central Office Connecting Circuits: Intrastate-Interexchange Channel

<u>Rate Element</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
1. Interexchange Channel per mile ¹⁴ -	\$ 4.39	
2. Channel Terminal, each ¹		55.26
3. 2001CB Local Channel - Cellular, each ¹⁴		
- For use with trunk unit	\$125.95	36.31
4. 2001CB Central Office Termination, each ¹⁴	125.95	12.64

¹² Tariff Reference: Private Line Tariff, Section 4.

¹³ Applicable only when added or changed at a time subsequent to the initial installation.

¹⁴ Tariff Reference: Private Line Tariff, Section 3

5. 2001CB Interoffice
Channel - Cellular¹⁴

- First mile

. Associated with
trunk unit - 31.85

- Each additional
mile

. Associated with
trunk unit - 3.06

6. E & M Signaling¹⁵

- Per type 2001CB
local channel 125.95¹⁶ 19.88

NOTE: This Private Line tariff was "GRANDFATHERED" as of May 6, 1994 and will be withdrawn as of May 5, 1997 in Accordance with Case No. 93-432-TP-ALT, issued by The Public Utilities Commission of Ohio. Customer with existing services will be able to maintain those services under the existing rate structure for three years from the period the order is issued by The Public Utilities Commission of Ohio. This order allows customers to remove legs from multipoint circuits, but additions and other modifications will not be permitted. New services, and additions or modifications to existing local private line services, must be ordered from the Access Service Tariff.

(D) Facilities to Connect MTSO with the Various Cell Sites - Radio Landlines

These facilities are provided as private line channels. Any required intrastate channels (intraexchange or interexchange) or interstate channels would be provided in accordance with paragraph 5(b) preceding.

(E) Facilities to Connect End Offices with the MTSO - Central Office Connecting Circuits: Access Channel

<u>Rate Element</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
4 Wire Channel Termination-Cellular, each ¹⁷		
- For use with trunk unit	None	\$49.60

¹⁵ Tariff Reference: Private Line Tariff, Section 4

¹⁶ Applicable only when added or changed at a time subsequent to the initial installation.

¹⁷ Tariff Reference: F.C.C. No. 35, Section 7

- Mileage charges Per Trunk (4 Wire)¹⁷

<u>Mileage Band</u>	<u>Fixed Monthly</u>	<u>Per Mile</u>
0	None	None
Over 0-4	\$58.03	\$1.19
Over 4-8	58.03	1.19
Over 8-25	58.03	1.19
Over 25	58.03	1.19

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Signaling Capability - Per point of termination ¹⁷	None	\$8.37

(F) For Type 1 Interconnection M/L Calls from Carrier's System:

MEASURED RATE SERVICES¹⁸

Exchange service is provided on a measured basis, i.e., billed for usage that varies depending upon the number, distance, duration, and time-of-day of originating calls. The usage rates are the same as those for Optional Measured Service as specified below in accordance with paragraph 5(b) preceding. Usage allowance credits are not applicable to this service.

<u>Mileage Tier</u>	<u>Usage Rates</u>		<u>Discount Rates¹⁹</u>	
	<u>Initial Min.</u>	<u>Add'l Min.</u>	<u>Initial Min.</u>	<u>Add'l Min.</u>
1 (0 through 12 miles)	\$.060	\$.020	\$.030	\$.010
2 (13 through 26 miles)	.080	.040	.040	.020
3 (27 miles and over)	.120	.050	.060	.025

¹⁸ Tariff Reference: Exchange Rate Tariff, Section 1.

¹⁹ A 50% discount applies to:

- (1) Calls originated from 9:00 P.M. to but not including 8:00 A.M., on Monday through Friday.
- (2) Calls originated all day Saturday, Sunday and certain holidays. The holidays are New Year's Day (January 1), Independence Day (July 4), Christmas Day (December 25); and Labor Day and Thanksgiving Day (or their resulting legal holidays).

The appropriate Message Toll Service rates apply for originating calls to landline telephones not within the respective local service area.

(G) Directory Assistance²⁰

For Type 2A interconnection mobile-to-land (M/L) calls to Directory Assistance (555-1212) or (411), the Carrier shall pay the Company and the following rates apply:

	Rate per Call
(1) For call volumes of 10,000 calls or greater billed to carrier in the current one month billing period.	\$0.39
(2) For call volumes of less than 10,000 calls billed to carrier in the current one month billing period.	\$0.44

VII. Directory Listings for Type 1 and 2 Cellular Telephone Numbers

If Carrier's customer requests their assigned cellular telephone number listed in Company's alphabetical directory (white pages), Carrier will contact Company. Company will bill Carrier the Nonrecurring Charge and Monthly Rate associated with each Listing.

The monthly rate for a regular additional listing begins when the information records are posted. Information records are posted and charging begins when the listing is accepted or when the directory in which it will appear is issued, at the option of Carrier. A Cellular Telephone Number can be listed in the directory if Company is notified no later than March 1st of each year.

- Regular Additional Listing, each²¹:

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Cellular Telephone Number	\$12.37	\$3.00

²⁰ Call allowances are not applicable to this Service.

²¹ Tariff Reference: General Exchange Tariff, Section 6.

Attachment III

to

CELLULAR SYSTEM CONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

AirTouch Cellular

Effective 2/18/97

* * * * *

Trouble Reporting, Installation and Testing Procedures

- (a) In order to facilitate trouble reporting and to coordinate the repair of private line circuits (e.g., remote transmitter links) provided to Carrier by Company under this Agreement, Company will designate a Maintenance Control Office (MCO) for such private line circuits.
- (b) When new intraLATA private line circuits are installed, the MCO will ensure that continuity has been established and that appropriate transmission measurements have been made before advising Carrier that the new circuit is ready for service.
- (c) Carrier shall be provided with a direct trouble reporting number. This number will be Carrier's or Company's access to the location where its facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures will be established as required to ensure access by the opposite party to a location which is covered and has the authority to initiate corrective action expeditiously at the same priority as that for another local exchange company.
- (d) To minimize outages on Company or Carrier provided exchange access and private lines, it is important that effective trouble reporting and clearing procedures be established. To that end:
 - (1) When either party reports a trouble condition, it will first have used its best efforts to isolate the trouble to the other's facilities. Each will also advise the other of the usage sensitivity of the circuit and the need for expedited clearance.
 - (2) In cases where a party indicates essential or important subscriber usage on lines provided by the other, the latter will attempt to clear the trouble condition in a manner similar to its local procedures used to restore similar essential services.
 - (3) Company and Carrier will make cooperative tests, as appropriate, to eliminate the necessity for either party to dispatch personnel needlessly to distant unattended locations merely to isolate the trouble.

Attachment IV

to

CELLULAR SYSTEM CONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

AirTouch Cellular

Effective 2/18/97

* * * *

Maintenance of Service Charges

- (a) Carrier obtains from Company exchange access service lines terminating in Carriers' equipment and intraLATA private line circuits connecting its control terminals to its transmitter/receiver sites. The maintenance of these facilities by Company, via this contract, requires isolation of both Company's and Carrier's equipment and facilities for testing purposes. Both Company and Carrier believe that because each is a responsible and regulated communications common carrier, each should be responsible for isolating and clearing troubles on its own system.
- (b) Carrier and Company recognize that maintenance charges need not be applied if each carries out its proper function and has therefore agreed to implement, on a trial basis, a procedure which will eliminate these charges.
- (c) Under this procedure when discovering trouble in its service, Company or Carrier will respond to the trouble reported by isolating the problem to its own or the other's system. Each will clear any trouble in its own system prior to handing off any remaining trouble to the other. However, if either party feels that the other is abusing the trouble reporting system and causing the other unreasonable or inordinate time and expense to find troubles which are ultimately determined to be in the reporting party's system, the aggrieved party may institute a maintenance charge, in accordance with the following procedure.

- (d)(1) Should one party believe that the other is not carrying out its responsibilities to isolate and clear troubles on its own system prior to reporting troubles to the other, the aggrieved party should notify the other in writing that the accepted trouble reporting practices and procedures are being abused, with specific illustration of the abuse, and that the aggrieved party intends to assess maintenance charges for any further abuses that occur.
- (2) Upon receipt of the written notice by the other party, both parties will meet as soon as possible to review the problem and take corrective action.
- (3) If the parties are unable to resolve the dispute, the aggrieved party will give written notice that it intends to implement maintenance charges by a specific date, but not less than ten (10) days from the date of such notice.
- (4) No maintenance charge shall be instituted without the prior approval of the Public Utilities Commission of Ohio.

Attachment V

to

CELLULAR SYSTEM CONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

AirTouch Cellular

Effective 2/18/97

* * * * *

TO CELLULAR SYSTEM CONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

For calling-party-pays billing option (Billing Option I):

Company will bill its subscribers the following charges for a land-to-mobile (L/M) call -

Peak period* \$.35/minute

Off-peak period** \$.20/minute

Company will remit to Carrier a portion of the above charges in accordance with the terms of this Agreement.

* Peak period is defined to be 8:00 a.m. to, but not including 8:00 p.m., Monday through Friday.

** Off-peak period is defined to be 8:00 p.m. to, but not including 8:00 a.m., Monday through Friday, all day Saturday and Sunday and holidays (New Year's Day, January 1; Independence Day, July 4; Labor Day, first Monday in September; Thanksgiving Day, fourth Thursday in November; and Christmas, December 25).

Attachment VI

to

CELLULAR SYSTEM CONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

AirTouch Cellular

Effective 2/18/97

* * * *

TRANSIT TRAFFIC

Cincinnati Bell Telephone (CBT) agrees to transit local calls from AirTouch Cellular to Third Party carriers within both the LATA and the MTA. AirTouch Cellular will compensate CBT for each minute of use transitted at the following rates:

	<u>Per MOU</u>	<u>Per MOU Per Mile</u>
Tandem Switching	\$.0025	-
Tandem Switched Transport	\$.0006	\$.0001

Attachment VII

to

CELLULAR SYSTEM CONNECTION AND TRAFFIC INTERCHANGE AGREEMENT

between

Cincinnati Bell Telephone Company

and

AirTouch Cellular

Effective July 14, 1992

- A. This attachment provides terms and agreement for Cincinnati Bell Telephone (CBT) to provide one (1) DS-3 service from AirTouch's Switching Office at 1522 Central Parkway to CBT's Serving Wire Center at 229 W 7th Street.
- B. One (1) DS-3 (44.736 Mbps) High Capacity Channel between AirTouch's location at 1522 Central Parkway and CBT's Multiplex HUB located at 229 W 7th Street with one (1) M13 Multiplexer at the HUB will be provided for AirTouch's use. Further multiplexing to the DSO level may be purchased by AirTouch under terms and conditions listed in Attachment II.
- C. The rates and charges for service provided under this amendment apply to the service described above only and are applicable for a 36 month Optional Payment Plan (OPP) commencing on July 14, 1992. During the OPP the customer will pay CBT's current tariffed rate, provided it does not exceed the original rate contracted for by the customer.
- D. AirTouch agrees to pay the monthly rate for the channel, described in Paragraph B above as quoted in Paragraph F below from the date of activation until the contract period as stated above expires. Except as provided in Section 17 at this agreement or stated below AirTouch's agreement to pay these monthly rates is irrevocable.
- E. In the event of breach of this agreement or the termination of this channel ordered by AirTouch or any entity acting for or through AirTouch, seventy-five percent (75%) of the remaining monthly charges for the contract period will be due and payable by AirTouch.

- F. The effective rates for the contract period are calculated using a factor of 80 percent originating traffic from carrier, multiplied times the appropriate tariff rate. The rates are as follows:

	Nonrecurring <u>Charge</u>	36 Monthly <u>Rate</u>
-1 DS3	\$1,047.35	\$1,205.46

	Monthly <u>Rate</u>
DS3 to DS1 Multiplexing	\$ 855.81

	36 Monthly Rate <u>Fixed</u> <u>Per Mile</u>
Mileage Charge	\$1,306.01 \$ 98.82

- G. At the expiration of the contract period and if AirTouch wishes to maintain this channel AirTouch may elect:

- Prevailing month to month rates from Attachment II (12 month minimum)
- A new contract period at the appropriate rates from Attachment II.